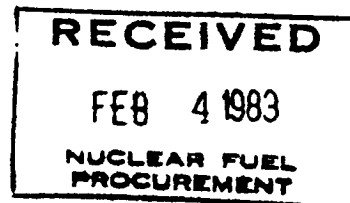


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Attachment DTE-2-11

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CONTRACT
FOR DISPOSAL OF SPENT NUCLEAR
FUEL AND/OR HIGH-LEVEL RADIOACTIVE WASTE

U. S. DEPARTMENT OF ENERGY CONTRACT NO. _____
CONTRACT FOR DISPOSAL OF SPENT NUCLEAR FUEL AND/OR HIGH-LEVEL
RADIOACTIVE WASTE.

THIS CONTRACT, entered into this _____ day of _____ 19____,
by and between the UNITED STATES OF AMERICA (hereinafter referred to as
the "Government"), represented by the UNITED STATES DEPARTMENT OF ENERGY
(hereafter referred to as "DOE") and _____,
a corporation organized and existing under the laws of the State of _____
(hereinafter referred to as the "Purchaser").

WITNESSETH THAT:

WHEREAS, the DOE has the responsibility for the disposal of high-level radioactive waste and spent nuclear fuel of domestic origin from civilian nuclear power reactors in order to protect the public health and safety, and the environment; and

WHEREAS, all costs associated with the preparation, transportation, and the disposal of spent nuclear fuel and high-level radioactive waste from civilian nuclear power reactors shall be borne by the owners and generators of such fuel and waste; and

WHEREAS, the DOE is required to collect a full cost recovery fee from any Purchaser delivering to the DOE any such spent nuclear fuel and/or high level radioactive waste; and

WHEREAS, the DOE is authorized to enter into contracts for the permanent disposal of spent nuclear fuel and/or high level radioactive waste of domestic origin in DOE facilities; and

WHEREAS, the Purchaser desires to obtain disposal services from DOE; and

WHEREAS, DOE is obligated and willing to provide such disposal services, under the terms and conditions hereinafter set forth; and

WHEREAS this contract is made and entered into under the authority of the DOE Organization Act (Pub. L. 95-91, 42 U.S.C. 7101 et seq.) and the Nuclear Waste Policy Act of 1982 (Pub. L. 97-425);

NOW, THEREFORE, the parties hereto do hereby agree as follows:

ARTICLE I - DEFINITIONS

As used throughout this contract, the following terms shall have the meanings set forth below:

1. The term "Assigned Three-Month Period" means the period that each Purchaser will be assigned by DOE for purposes of reporting kilowatt hours generated and sold by the Purchaser's nuclear power reactor and for establishing fees due and payable to DOE.

2. The term "Cask" means a container for shipping spent nuclear fuel and/or high-level radioactive waste which meets all applicable regulatory requirements.
3. The term "Civilian Nuclear Power Reactor" means a civilian nuclear powerplant required to be licensed under Sections 103 or 104(b) of the Atomic Energy Act of 1954, as amended (42 U.S.C. 2133, 2134(b)).
4. The term "Commission" means the United States Nuclear Regulatory Commission.
5. The term "Contract" means this agreement and any duly executed amendment or modification thereto.
6. The term "Contracting Officer" means the person executing this contract on behalf of the Government, and any other officer or civilian employee who is a properly designated Contracting Officer; and the term includes, except as otherwise provided in this contract, the authorized representative of a Contracting Officer acting within the limits of his authority.
7. The term "Delivery Commitment" means a promise by the Purchaser to deliver spent nuclear fuel and/or high-level radioactive waste to the DOE within a specified year.
8. The term "Delivery" means the transfer of custody of spent nuclear fuel or high-level radioactive waste from Purchaser to DOE at the Purchaser's civilian nuclear power reactor or such other domestic site as may be designated by the Purchaser and approved by DOE.
9. The term "Disposal" means the emplacement in a repository of high-level radioactive waste, spent nuclear fuel, or other highly radioactive waste with no foreseeable intent of recovery, whether or not such emplacement permits recovery of such waste.
10. The term "DOE" means the United States Department of Energy or any duly authorized representative thereof, including the Contracting Officer.
11. The term "DOE Facility" means a facility operated by or on behalf of DOE for the purpose of disposing of spent nuclear fuel and/or high level radioactive waste.
12. The term "Full Cost Recovery," means the recoupment by DOE, through Purchaser fees, of all direct costs, indirect costs, and all allocable overhead, consistent with generally accepted accounting principles, of providing disposal services and conducting related activities authorized by the Nuclear Waste Policy Act of 1982 (Pub. L. 97-425). As used herein, the term "Cost" includes the application of fees for those uses expressly set forth in section 302(d) of the said Act and all other uses specified in the Act, such as, but not limited to, interest on funds borrowed from the U. S. Treasury and interest on funds appropriated by the Congress.

13. The term "High-Level Radioactive Waste" (HLW) means -
- (A) the highly radioactive material resulting from the reprocessing of spent nuclear fuel, including liquid waste produced directly in reprocessing and any solid material derived from such liquid waste that contains fission products in sufficient concentrations; and
 - (B) other highly radioactive material that the Commission, consistent with existing law, determines by rule requires permanent isolation.
14. The term "Kilowatt Hours Generated and Sold" means electricity generated at a civilian nuclear power reactor as measured at the station busbar, net of all station uses, including an equivalent amount of electricity for any process heat generated by the reactor and used other than at the reactor.
15. The term "Purchaser's Site" means the location of Purchaser's civilian nuclear power reactor or such other location as the Purchaser may designate.
16. The term "Quarterly Treasury Rate" means the current value of funds rate as specified by the Treasury Fiscal Requirements Manual, Volume 1, Part 6, section 8020.20. This rate is published quarterly in the Federal Register prior to the beginning of the affected quarter.
17. The term "Shipping Lot" means a specified quantity of spent nuclear fuel or high level waste designated by Purchaser for transportation by DOE on a specified date.
18. The term "Spent Nuclear Fuel" (SNF) means fuel that has been withdrawn from a nuclear reactor following irradiation, the constituent elements of which have not been separated by reprocessing.
19. The term "Spent Nuclear Fuel of Domestic Origin" means irradiated fuel material used in nuclear power reactors located only in the United States.
20. The term "Year" means the period which begins on October 1 and ends on September 30.

ARTICLE II - SCOPE

This Contract applies to the acceptance by DOE of spent nuclear fuel (SNF) and/or high-level radioactive waste (HLW) from civilian nuclear power reactors and, with respect to such material, establishes the fees to be paid by the Purchaser for the services rendered hereunder by DOE. The services

provided to the Purchaser by DOE under this contract are related to disposal of SNF and/or HLW of domestic origin from civilian nuclear power reactors. The SNF and/or HLW shall be specified in a delivery commitment schedule as provided in Article IV below. The disposal services to be provided by DOE under this contract shall commence not later than January 31, 1998 and shall continue until such time as all SNF and/or HLW from the civilian nuclear power reactors specified in Appendix "A", annexed hereto and made a part hereof, has been disposed of as provided for in this contract.

ARTICLE III - TERM

The term of this contract shall be from the date of execution until such time as DOE has accepted SNF and/or HLW from the civilian nuclear power reactors specified in Appendix "A."

ARTICLE IV - DELIVERY OF SNF and/or HLW

A. Description of SNF and/or HLW

The Purchaser shall deliver to DOE and DOE shall, as provided for in this contract, receive the SNF and/or HLW which is described in accordance with Article VI.A of this contract, for disposal thereof.

B. Delivery Commitment Schedule

Delivery commitment schedule(s), in the form set forth in Appendix B, annexed hereto and made a part hereof, for delivery of SNF and/or HLW shall be furnished to DOE by Purchaser. After DOE has issued its proposed acceptance ranking, described in paragraph B.6 of Article V of this contract, the Purchaser shall submit delivery commitment schedule(s) at least sixty-three (63) months prior to the delivery date specified therein. DOE shall approve or disapprove such schedules within three (3) months after receipt. In the event of disapproval, DOE shall advise the Purchaser in writing of the reasons for such disapproval and request a revised schedule from the Purchaser, to be submitted to DOE within thirty (30) days after receipt of DOE's notice of disapproval. Purchaser shall have the right to adjust the quantities of SNF and/or HLW + 20%, and the delivery schedule +2 months, up to the submission of the final delivery schedule.

In addition, the Purchaser may change the specific assemblies to be delivered so long as the SNF meets the acceptance criteria of the contract. These adjustments shall be subject to DOE's prior written approval, which approval shall not be unreasonably withheld.

C. Final Delivery Schedule

Final delivery schedule(s), in the form set forth in Appendix C, annexed hereto and made a part hereof, for delivery of SNF and/or HLW covered by an approved delivery commitment schedule(s) shall be furnished to DOE by Purchaser. The Purchaser shall submit to DOE final delivery schedules not less than 12 months prior to the delivery date specified therein. DOE shall approve or disapprove a final delivery schedule within forty-five (45) days after receipt. In the event of disapproval, DOE shall advise the Purchaser in writing of the reasons for such disapproval and shall request a revised schedule from the Purchaser, to be submitted to DOE within thirty (30) days after receipt of DOE's notice of disapproval.

D. Emergency Deliveries

Emergency deliveries of SNF and/or HLW may be accepted by DOE before the date provided in the Delivery Commitment upon prior written approval by DOE.

ARTICLE V - RESPONSIBILITIES OF THE PARTIES

A. Purchaser's Responsibilities

1. Annual Forecast of Shipments

- (a) On an annual basis, commencing October 1, 1983, the Purchaser shall provide DOE with information on actual discharges to date and projected discharges for the next ten (10) years in the form and content set forth in Appendix D, annexed hereto and made a part hereof.
- (b) In the event that the Purchaser fails to provide the annual forecast in the form and content required by DOE, DOE may, in its sole discretion, require a rescheduling of delivery.

2. Preparation for Transportation

- (a) The Purchaser shall arrange for all preparation, packaging, required inspections, and loading activities necessary for the transportation of SNF and/or HLW to the DOE facility. The Purchaser shall notify DOE of such activities sixty (60) days prior to the commencement of such activities. The preparatory activities by the Purchaser shall be made in accordance with all applicable laws and regulations relating to the Purchaser's responsibilities hereunder. DOE may designate a representative to observe the preparatory activities conducted by the Purchaser at the Purchaser's site, and the Purchaser shall afford access to such representative.
- (b) Except as otherwise agreed to by DOE, the Purchaser shall advise DOE, in writing as specified in Appendix "F", annexed hereto and made a part hereof, as to the description of the material in each shipping lot sixty (60) days prior to scheduled transportation of that shipping lot by DOE.
- (c) The Purchaser shall be responsible for maintenance, protection and preservation of any and all shipping casks furnished to the Purchaser by DOE for the performance of this contract. The Purchaser shall be liable for any loss of or damage to such DOE-furnished property, and for expenses incidental to such loss or damage while such casks are in the possession and control of the Purchaser except as otherwise provided for hereunder.

B. DOE Responsibilities -

1. DOE shall review and approve or disapprove Purchaser's proposed delivery commitment schedule(s), and final delivery schedules within approximately ninety (90) days after receipt thereof;
2. DOE shall arrange for, and provide, all necessary transportation of the SNF and/or HLW to the DOE facility. Unless otherwise agreed to in advance by DOE, DOE shall arrange for a shipping cask to be furnished to the Purchaser sufficiently in advance to accommodate scheduled deliveries. Such casks shall be suitable for use at the Purchaser's site.
3. DOE shall accept at the Purchaser's site SNF and/or HLW. Prior to such acceptance all SNF and/or HLW shall meet the acceptance criteria contained in Article VI of this contract.
4. DOE may fulfill any of its obligations, or take any action, under this contract either directly or through contractors.
5. DOE shall annually provide to the Purchaser pertinent information to support waste disposal program cost projections, project plans and progress reports.
6. Beginning on April 1, 1991, DOE shall issue an annual acceptance ranking for receipt of SNF and/or HLW at the DOE repository. This priority ranking shall be based on the age of SNF and/or HLW as calculated from the date of discharge of such material from the civilian nuclear power reactor. The oldest fuel or waste will have the highest priority for acceptance, except as provided in paragraph B.3 of Article VI of this contract.

ARTICLE VI - CRITERIA FOR DISPOSAL

A. General Requirements

1. Except as otherwise provided in this contract, DOE shall accept hereunder only such SNF and/or HLW which has been approved for delivery in advance by DOE and which meets the General Specifications for such fuel and waste as set forth in Appendix "E", annexed hereto and made a part hereof.
2. Purchaser shall provide to DOE a detailed description of the SNF and/or HLW to be delivered hereunder in such form and content as DOE may require as set forth in Appendix "F", annexed hereto and made a part hereof. Purchaser shall promptly advise DOE of any changes in said SNF and/or HLW as soon as they are known to the Purchaser.
3. Purchaser shall accurately classify SNF and/or HLW prior to delivery in accordance with paragraphs "B" and "C" of Appendix "E".
4. DOE's obligation for disposing of SNF under this contract also extends to other than Standard Fuel; however, for any SNF which has been designated

by the Purchaser as other than Standard Fuel, as that term is defined in Appendix "E", the Purchaser shall obtain delivery and procedure confirmation from DOE prior to delivery to DOE by Purchaser. DOE shall advise Purchaser within approximately sixty (60) days after receipt of such confirmation request as to the technical feasibility of disposing of such fuel on the currently agreed to schedule and any schedule adjustment for such services.

B. ACCEPTANCE CRITERIA -

1. Verification of SNF and/or HLW

During cask loading and prior to acceptance by DOE for transportation to the DOE facility, the SNF and/or HLW description of the shipping lot will be verified by DOE. To the extent the SNF and/or HLW is consistent with the description submitted and approved, in accordance with Appendices "E" and "F," DOE agrees to accept such SNF and/or HLW for disposal when DOE has verified the SNF and/or HLW description, determined the material is properly loaded, packaged, marked, labeled and ready for transportation, and has taken custody, as evidenced in writing, of the material at the Purchaser's site, f.o.b. carrier. A properly executed off-site radioactive shipment record describing cask contents must be prepared by the Purchaser along with a signed certification which states: "This is to certify that the above named materials are properly described, classified, packaged, marked and labeled and are in proper condition for transfer according to the applicable regulations of the U. S. Department of Transportation."

2. Improperly Described SNF and/or HLW

- (a.) Prior to Acceptance - If SNF and/or HLW is determined by DOE to be improperly described prior to acceptance by DOE at the Purchaser's site, DOE shall promptly notify the Purchaser in writing of such determination. DOE reserves the right, in its sole discretion, to refuse to accept such SNF and/or HLW until the SNF and/or HLW has been properly described. The Purchaser shall not transfer such SNF and/or HLW to DOE unless DOE agrees to accept such SNF and/or HLW under such other arrangements as may be agreed to, in writing, by the parties.
- (b.) After Acceptance - If subsequent to its acceptance DOE finds that such SNF and/or HLW is improperly described, DOE shall promptly notify the Purchaser, in writing, of such finding. In the event of such notification, Purchaser shall provide DOE with a proper designation within thirty (30) days.

3. Acceptance Priority Ranking

Delivery commitment schedules for SNF and/or HLW may require the disposal of more material than the annual capacity of the DOE disposal facility (or facilities) can accommodate. The following acceptance priority ranking will be utilized:

- (a). Except as may be provided for in paragraph (2) below, acceptance priority shall be based upon the age of the SNF and/or HLW as calculated from the date of discharge of such material from the civilian nuclear power reactor to the date specified for transportation by DOE in the delivery commitment schedule. DOE will first accept from Purchaser the oldest SNF and/or HLW for disposal in the DOE facility;

- (b). Notwithstanding the age of the SNF and/or HLW, priority may be accorded any SNF and/or HLW removed from a civilian nuclear power reactor that has reached the end of its useful life or has been shut down permanently for whatever reason.

ARTICLE VII - TITLE

Title to all SNF and/or HLW accepted by DOE for disposal shall pass to DOE upon acceptance by DOE at the Purchaser's site as provided for in Article VI hereof. DOE shall be solely responsible for control of all material upon assuming title. DOE shall have the right to dispose as it sees fit of any SNF and/or HLW to which it has taken title. The Purchaser shall have no claim against DOE or the Government with respect to such SNF or HLW nor shall DOE or the Government be obligated to compensate the Purchaser for such material.

ARTICLE VIII - FEES AND TERMS OF PAYMENT

A. Fees

1. Effective April 7, 1983 Purchaser shall be charged a fee in the amount of 1.0 mil per kilowatt-hour (MKWH) on electricity generated and sold by Purchaser's nuclear power reactors. The said fee shall be paid as specified in Paragraph B of this Article VIII.
2. For SNF, or solidified high-level radioactive waste derived from SNF, which fuel was used to generate electricity in a civilian nuclear power reactor prior to April 7, 1983, a one-time fee will be assessed by applying average dollar per kilogram charges to three (3) distinct ranges of fuel burnup reflecting actual disposal costs for those ranges so that the integrated cost across all discharged fuel is equivalent to 1.0 mill per kilowatt hour. The payment of this fee by the Purchaser shall be made to DOE as specified in paragraph B of Article VIII below.
3. DOE will annually review the adequacy of the fees and adjust them, if necessary, in order to assure that all costs to be incurred by the Government shall be recovered. The proposed fee adjustment will be transmitted to Congress and shall be effective after a period of ninety (90) days of continuous session have elapsed following receipt of such transmittal unless either House of Congress adopts a resolution disapproving the proposed adjustment. The adjustment to the fee will not be retroactive to previously generated electricity.
4. For in-core fuel as of April 7, 1983, that portion of the fuel burned through April 6, 1983 shall be subject to the one-time fee as calculated in accordance with paragraph A.2. of this Article VIII. That portion of such fuel unburned as of April 7, 1983 shall be subject to the 1.0 mill per kilowatt hour charge. Adjustments in the calculation for the unburned portion of such fuel can be made until April 7, 1984 without penalty. After April 7, 1984, the provision for late payment of fee shall apply as specified in paragraph C of this Article VIII.

B. Payment

1. For electricity generated and sold on or after April 7, 1983, fees shall be paid quarterly by the Purchaser and must be received by DOE not later than the close of business on the last business day of the month following the end of each assigned three month period. The first payment shall be due on July 7, 1983. A one-time adjustment period payment shall be due _____. The assigned three month period, for purposes of payment and reporting of kilowatt hours, shall begin _____.

2. For SNF discharged prior to April 7, 1983, the Purchaser shall, at the time of contract execution, select one of the following fee payment options:

- (a) OPTION 1 - The Purchaser's fee shall be prorated evenly over forty (40) quarters at the fee schedule rate in effect at the date of the first payment and will consist of the SNF fee and interest on the outstanding fee balance at the date of the first payment. The interest is to be calculated at the ten year Treasury note rate in effect on the date of the first payment. In no event shall the end of the forty (40) quarters extend beyond the first scheduled delivery date as reflected in the DOE Delivery Commitment Schedule. Payment shall be made concurrently with the assigned three month period payments.
- (b) OPTION 2 - The Purchaser's fee shall be paid in the form of a single payment, at the fee schedule rate in effect at the time of payment, at any time prior to the first delivery as reflected in the DOE approved Delivery Commitment Schedule.

3. Method of Payment

- (a.) Payments shall be made by wire transfer, in accordance with instructions specified by DOE in Appendix "G", annexed hereto and made a part hereof and must be received within the time periods specified in paragraph B.1 of this Article VIII.
 - (b.) The Purchaser will complete a Standard Remittance Advice, as set forth in Appendix G, for each assigned three month period payment, and mail the remittance advice postmarked no later than the last business day of the month following each assigned three month period to "Department of Energy, Office of CONTROLLER, Cash Management Division, Box 500, Room D-208, Germantown, Maryland 20874.
4. Any fees not paid on a timely basis or underpaid because of miscalculation will be subject to interest as specified in paragraph C of this Article VIII.

C. Interest on Late Fees

1. DOE will notify the Purchaser of amounts due only when unpaid or underpaid by the dates specified in paragraph B above. Interest will be levied according to the following formula:

$$\text{Interest} = \text{Amount Due To DOE For Assigned Three Month Period} \times \text{Quarterly Treasury Rate Plus Six Percent (6\%)} \times \frac{\text{\#Months Late Including Month Of Payment (Fractions Rounded Up to Whole Months)}}{12}$$

2. Interest is payable at anytime prior to the due date for the subsequent assigned three month period fee payment. Nonpayment by the end of the subsequent assigned three month period will result in compounding of interest due. Purchaser shall complete a Standard Remittance Advice for interest payments.

3. Collection, following the assessment of a late fee by DOE, will be applied against accrued interest first and the principal thereafter.

D. Effect of Payment

Upon payment of all applicable fees and any applicable interest due thereon, the Purchaser shall have no financial obligation to DOE for the disposal of the accepted SNF and/or HLW.

E. Audit

1. The DOE or its representative shall have the right to perform any audits or inspections necessary to determine whether Purchaser is paying the correct amount under the fee schedule set forth in Paragraph A, above.

2. Nothing in this contract shall be deemed to preclude an audit by the General Accounting Office of any transaction under this contract.

3. The Purchaser shall furnish DOE with such records, reports and data as may be necessary for the determination of quantities delivered hereunder and for final settlement of amounts due under this contract and shall retain and make available to DOE and its authorized representative for examination at all reasonable times such records, reports and data for a period of three (3) years from the completion of delivery of all material under this contract.

ARTICLE IX - DELAYS

A. Unavoidable Delays by Purchaser or DOE

Neither the Government nor the Purchaser shall be liable under this contract for damages caused by failure to perform its obligations hereunder, if such failure arises out of causes beyond the control and without the fault or negligence of the party failing to perform. In the event circumstances beyond the reasonable control of the Purchaser or DOE -- such as acts of God, fire, flood -- cause delay in scheduled delivery, acceptance or transport of SNF and/or HLW, the party experiencing the delay will notify the other party as soon as possible after such delay is ascertained and the parties will readjust their schedules, as appropriate, to accommodate such delay.

B. Avoidable Delays by Purchaser or DOE

In the event of any delay in the delivery, acceptance or transport of SNF and/or HLW to DOE caused by circumstances within the reasonable control of either the Purchaser or DOE or their respective contractors or suppliers, the charges and schedules specified by this contract will be equitably adjusted to reflect any estimated additional costs incurred by the party not responsible for or contributing to the delay.

ARTICLE X - SUSPENSION

1. In addition to any other rights DOE may have hereunder, DOE reserves the right, at no cost to the Government, to suspend this contract upon written notice to the Purchaser within ninety (90) days of the Purchaser's failure to perform its obligations hereunder, and the Purchaser's failure to take corrective action within thirty (30) days after written notice of such failure to perform as provided above, unless such failure shall arise from causes beyond the control and without the fault or negligence of the Purchaser, its contractors or agents. However, the Purchaser's obligation to pay fees required hereunder shall continue unaffected by any suspension hereunder.

2. The DOE reserves the right to suspend any scheduled deliveries in the event that a national emergency requires that priority be given to Government programs to the exclusion of the work under this contract. In the event of such a suspension by the Government, the DOE shall refund that portion of payments representing services not delivered as determined by the Contracting Officer to be an equitable adjustment. Any disagreement arising from the refund payment, if any, shall be resolved as provided in the clause of this contract, entitled "DISPUTES."

ARTICLE XI - REMEDIES

Nothing in this contract shall be construed to preclude either party from asserting its rights and remedies under the contract or at law.

ARTICLE XII - NOTICES

All notices and communications between the parties under this contract (except notices published in the Federal Register) shall be in writing and shall be sent to the following addressees:

To DOE:

To the Purchaser:

However, the parties may change the addresses or addressees for such notices or communications without formal modification to this contract; provided, however, that notice of such changes shall be given by registered mail.

ARTICLE XIII - GENERAL PROVISIONS

The General Terms and Conditions of this contract are set forth in full in Appendix "H", annexed hereto and made a part hereof.

ARTICLE XIV - REPRESENTATION CONCERNING NUCLEAR HAZARDS INDEMNITY

DOE represents that it will include in its contract(s) for the transportation of SNF and/or HLW to the DOE facility, and in its contract(s) for the operation of any such facility an indemnity agreement based upon Section 170(d) of the Atomic Energy Act of 1954, as amended, a copy of which agreement shall be furnished to the Purchaser; that under said agreement, DOE shall have agreed to indemnify the contractor and other persons indemnified against claims for public liability (as defined in said Act) arising out of or in connection with contractual activities; that the indemnity shall apply to covered nuclear incidents which (1) take place at a contract location; or (2) arise out of or in the course of transportation of source, special nuclear or by-product material to or from a contract location. The obligation of DOE to indemnify shall be subject to the conditions stated in the indemnity agreement.

ARTICLE XV - ASSIGNMENT

The rights and duties of a party to this contract may be assignable with transfer of title to the SNF and/or HLW involved; provided, however, that notice of any such transfer shall be made to DOE within ninety (90) days of transfer.

ARTICLE XVI - ENTIRE CONTRACT

This contract, which consists of Articles I through XVI and Appendices "A" through "H", annexed hereto and made a part hereof, contains the entire agreement between the parties with respect to the subject matter hereof. All previous and collateral contracts, representations, warranties, promises and conditions of sale are superseded by this contract. Any representation, promise, or condition not incorporated in this contract shall not be binding on either party. No course of dealing or usage of trade or course of performance shall be relevant to explain or supplement any provision contained in this contract.

IN WITNESS WHEREOF, the parties hereto have executed this contract as of the day and year first above written.

Appendices:

- A. Nuclear Power Reactors or Other Facilities Covered
- B. Delivery Commitment Schedule
- C. Final Delivery Schedule
- D. Annual Forecast
- E. Acceptance Criteria and General Specifications
- F. Description of Purchaser's Fuel
- G. Standard Remittance Advice
- H. General Terms and Conditions

UNITED STATES OF AMERICA

UNITED STATES DEPARTMENT OF ENERGY

BY: (Contracting Officer)WITNESSES AS TO EXECUTION ON BEHALF
OF CONTRACTOR(Name)(Address)(Name)(Address)

(Purchaser's Company Name)

By: _____

Title: _____

I, (Name), certify that I am the (Title) of the corporation named as Purchaser herein; that (Name) who signed this document on behalf of the Purchaser was then (Title) of said corporation; that said document was duly signed for and on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

IN WITNESS WHEREOF, I have hereunto affixed my hand and the seal of said corporation this _____ day of _____, 1983

(Corporate Seal)

(Signature)

APPENDIX "A"

NUCLEAR POWER REACTOR(S) OR OTHER FACILITIES COVERED

Reactor/Facility Name: _____

Location: _____

Type: _____

Capacity: _____

Date of Commencement
of Operation: _____

NRC License #: _____

APPENDIX "B"

DELIVERY COMMITMENT SCHEDULE

In accordance with the contract for Disposal of Spent Nuclear Fuel and/or High-Level Radioactive Waste between _____ (Purchaser) and DOE under Contract No. _____ dated _____, the following Delivery Commitment schedule is submitted by Purchaser to DOE. This Delivery Commitment Schedule shall be submitted by Purchaser and approved sixty-three (63 months) prior to delivery.

Reactor Name: _____

Type Reactor - PWR/BWR _____ Location _____

Shipping Lot No. _____

Discharge Date _____

Metric Tons Uranium _____

Number of Assemblies _____

Commitment Year for Delivery _____

Proposed Shipping Mode (Rail/Truck) _____

A detailed description of the Purchaser fuel will be submitted as set forth in Appendix E of this contract.

Unless otherwise agreed to in writing by DOE, the Purchaser shall furnish to DOE suitable proof of ownership of the SNF and/or HLW to be delivered hereunder. The Purchaser shall notify DOE in writing at the earliest practicable date of any change in said ownership.

By Purchaser:

Title

Date

Approved for DOE:

(Contracting Officer)

Date

APPENDIX "C"

FINAL DELIVERY SCHEDULE

(To be submitted by Purchaser not later than twelve (12) months prior to estimated date of first delivery).

In accordance with the contract for Disposal of Spent Nuclear Fuel and/or High-Level Radioactive Waste between _____ (Purchaser) and DOE under Contract No. _____ dated _____, the following Final Delivery schedule is submitted for DOE approval.

Reactor Name: _____

Type Reactor - PWR/BWR _____ Location _____

Shipping Lot No. _____

Discharge Date _____

Metric Tons Uranium _____

Number of Assemblies _____

Estimated Date First Delivery _____

Estimated Date Last Delivery _____

Proposed Shipping Mode (Rail/Truck) _____

Type of Shipping Casks required _____

Number of Assemblies per Cask _____

Delivery to be made to DOE from _____

Purchaser's site _____

The above data must correspond to the Delivery Commitment Schedule (Appendix B) regrouped for shipping purposes.

Purchaser confirms that no change has taken place in the status of ownership of the SNF and/or HLW schedule hereunder.

NOTE: Contact _____
Title Phone

for DOE confirmation on an acceptable delivery date.

By Purchaser: _____

Title

Date

Approved for DOE: _____

(Contracting Officer)

Date

APPENDIX "D"

ANNUAL FORECAST

In accordance with the contract for Disposal of Spent Nuclear Fuel and/or High-Level Radioactive Waste between _____ (Purchaser) and DOE under Contract No. _____ dated _____, the following Annual Forecast is submitted. This information is to be used for DOE planning purposes and does not represent a firm commitment by Purchaser.

Reactor Name: _____

Type Reactor - PWR/BWR _____

Location _____

Shipping Lot No. _____

Discharge Date _____

Metric Tons Uranium _____

Number of Assemblies _____

Commitment Year for Delivery _____

Proposed Shipping Mode (Rail/Truck) _____

By Purchaser:

Title

Date

APPENDIX "D"

(ENCLOSURE 1)

ACTUAL DISCHARGES

In accordance with the contract for Disposal of Spent Nuclear Fuel and/or High-level Radioactive Waste between _____ (Purchaser) and DOE under Contract No. _____ dated _____, the following Actual Discharge information is submitted.

Reactor Name: _____

Type of Reactor - PWR/BWR _____

Location _____

Shipping Lot No. _____

Discharge Date _____

Metric Tons Uranium _____

Number of Assemblies _____

Commitment Year for Delivery _____

Proposed Shipping Mode (Rail/Truck) _____

By Purchaser: _____

Title

Date

APPENDIX "E"

ACCEPTANCE CRITERIA AND GENERAL SPECIFICATIONS

A. Fuel Category Identification

- a. Categories - Purchaser shall use reasonable efforts, utilizing technology equivalent to and consistent with the commercial practice, to properly classify Spent Nuclear Fuel (SNF) prior to delivery to DOE as follows:
 - a. "Standard Fuel" means SNF that meets all the General Specifications therefor set forth in Paragraph B below:
 - b. "Nonstandard Fuel" means SNF that does not meet one or more of the General Specifications set forth in Subparagraphs 1 through 4 of Paragraph B below, and which is classified as Nonstandard Fuel Classes NS-1 through NS-4, pursuant to Paragraph B below.
 - c. "Failed Fuel" means SNF that meets the specifications set forth in Subparagraphs 1 through 3 of Paragraph B below and which is classified as Failed Fuel Class F-1 through F-3 pursuant to Subparagraph 5 of Paragraph B below.

d. Fuel may have "Failed Fuel" and/or several
"Nonstandard Fuel" classifications.

B. Fuel Description and Subclassification - General
Specifications

1. Maximum Nominal Physical Dimensions

	Boiling Water Reactor (BWR)	Pressurized Waste Reactor (PWR)
Overall Length	14 feet, 11 inches	14 feet, 10 inches
Active Fuel Length	12 feet, 6 inches	12 feet, 0 inches
Cross Section*	6 inches X 6 inches	9 inches X 9 inches

NOTE: Fuel that does not meet these specifications shall be
classified as Nonstandard Fuel - Class NS-1

* The cross section of the fuel assembly shall not include
the channel

2. Mechanical Components

- a) Cladding shall be Zircaloy 2, Zircaloy 4, stainless steel or such other material as may be approved in writing by DOE.
- b) Any nonfuel components such as control spiders, burnable poison rod assemblies, and control rod elements that are integral with the fuel assembly and do not require special handling may be stored and/or disposed of at no extra charge.

Note: Fuel that does not meet these specifications shall be classified as Nonstandard Fuel - Class NS-2

- ## 3. Cooling - The minimum cooling time for fuel is five (5) years.

Note: Fuel that does not meet these specifications shall be classified as Nonstandard Fuel - Class NS-3

4. NON-LWR Fuel - Fuel from other than LWR power facilities shall be classified as NONSTANDARD FUEL - Class NS-4. Such fuel may be unique and require special handling, storage and disposal facilities.

5. Failed Fuel

- a. Visual Inspection. Assemblies shall be visually inspected for evidence of structural deformity of damage to cladding or spacers which may require special handling. Assemblies which (i) are structurally deformed or have damaged cladding to the extent that special handling may be required or (ii) for any reason cannot be handled with normal fuel handling equipment shall be classified as FAILED FUEL - F-1.
- b. Radioactivity Release Test. Assemblies determined to be structurally sound by meeting the criteria of item a above, shall be tested in water by DOE approved means to determine the radioactive release resulting from (i) cladding leakage and/or (ii) surface deposits. Assemblies found to have such radioactivity

release that the radioactivity level in the cask collant on delivery to DOE would exceed by 15 percent the regulatory limits permitted during transport of Spent Fuel Assemblies shall be classified as FAILED FUEL - CLASS F-2.

For the initial loading of any shipping lot under this contract, the specified percentage shall be as measured by the Purchaser in the cask water at the reactor site prior to delivery to DOE. Such percentage may be subsequently modified based upon operating experience. For any water-cooled shipping lots, such limits shall be based on 10 CFR 71.36 (a) 2; for any gas-cooled shipping lots such limits shall be based on 10 CFR 71.35 (a) 4.

- c. Previously Encapsulated Assemblies. Assemblies encapsulated by Purchaser prior to classification hereunder shall be classified as FAILED FUEL - CLASS F-3. Purchaser shall advise DOE of the reason for the prior encapsulation of assemblies, in sufficient detail so that DOE may plan for appropriate subsequent handling.

2. Summary of Fuel Classifications

a) Standard Fuel

- (1) Class S-1; PWR
- (2) Class S-2; BWR

b) Nonstandard Fuel

- (1) Class NS-1; physical dimensions
- (2) Class NS-2; mechanical components
- (3) Class NS-3; short cooled
- (4) Class NS-4; non-LWR

c) Failed Fuel

- (1) Class F-1; visual failure or damage
- (2) Class F-2; radioactive "leakage"
- (3) Class F-3; encapsulated

C. High-Level Radioactive Waste

The DOE shall accept high level radioactive waste.

Detailed acceptance criteria and general specifications for such waste will be issued by the DOE no later than the date on which DOE submits its license application to the Nuclear Regulatory Commission for the first disposal facility.

APPENDIX "F"

DETAILED DESCRIPTION OF PURCHASER'S FUEL

Reactor Name _____

Shipping Lot No. _____

Number of Assemblies

Herein Described _____

This information shall be provided by Purchaser for each distinct fuel type within a shipping lot. It will accompany the Delivery Commitment Schedule.

The following definitions shall apply to the Spent Nuclear Fuel described in this Exhibit:

"Fuel Element" means the smallest integral unit of clad fuel (or blanket) containing Special Nuclear Material (SNM); i.e., a plate, tube, rod, disc, etc.

"Subassembly" means a group of elements, combined in a structural unit, which is grouped with other subassemblies to form the larger unit called the assembly.

"Assembly" means a group of fuel elements or subassemblies combined in a structural unit. The assembly is usually that fuel structure which is removed from the reactor as an individual unit.

All dimensions must be given in feet and inches and all weights in grams or kilograms.

A. Form and Composition of Spent Nuclear Fuel

1. Drawings Attached. The following drawing(s) constitute(s) a comprehensive illustration of the fuel elements, subassemblies, and assemblies to be delivered under the Contract:

1.1 Assembly	Dwg.____	Rev.____	
1.2 Fuel Rod Details	Dwg.____	Rev.____	(May be
1.3 Upper and Lower End Fittings	Dwg.____	Rev.____	proprietary
1.4 Grid Spacer, Detail	Dwg.____	Rev.____	information)
1.5 Poison Members	Dwg.____	Rev.____	

2. Material Description. The following summarizes the description of fuel elements, subassemblies, assemblies modified after discharge. Where dimensions are required, the nominal dimensions, as they relate to the said reactor, must be used and the best estimates of the maximum change of these dimensions because of irradiation must be given. Weights must be dry, unirradiated weights with the expected range of weights also to be included.

a) Fuel Element Description

(1) Type (plate, disc, rod, tube, etc.) _____

(2) Nominal Dimensions:

Fuel Element Length _____

Active Fuel Element Length _____

(3) Nominal Weight _____

(4) Weight of Special Nuclear Material (SNM) before
Irradiation:

Total U _____

²³⁵U _____

(5) Chemical form of SNM (UO_2 , UC, etc.)

_____ Weight _____

(6) Fabricated form of SNM (pellets, slugs, ribbons
and loading pattern in element _____

(7) Alloy or dispersing material (Al, SS, etc.)

_____ Weight _____

(8) Cladding Material (ZR, SS, etc.) _____

(9) Bonding Material, if any (Na, Al-Si, etc. _____

(10) Other materials contained in fuel element:

Any material not covered by the above shall be added to
describe the element completely.

b) Subassembly Description

(1) Number of elements _____

(2) Overall dimensions _____

(3) Total weight _____

c) Assembly Description

- (1) Number of elements _____
- (2) Overall dimensions: Length _____; Envelope _____
- (3) Overall weight _____
- (4) Casing Material (Zr, SS, etc.) _____

3. Identification: Each separately removable unit in a Shipping Lot must be identified by a durable metal tag or label, or by embossing.

Identification of the units to be delivered under this Delivery Commitment are as follows:

9. Fuel Classification

- 1. In accordance with provisions of Article VI, "Criteria for Disposal", of this contract, the fuel in the shipping lot is hereby classified as _____.

2. If this fuel has been designated as other than Standard Fuel - "Class S-1" or "Class S-2", the basis for the classification must be listed below.

C. Specifications for Fuel Units that Contain Breached Cladding or Exposed SNM or that are Warped.

1. A fuel element with breached cladding or exposed SNM shall be canned in a container whose material and design shall be approved by DOE unless DOE determines that such canning is unnecessary.
2. Units distorted beyond specified dimensional limits must be considered on an individual basis. The Purchaser should provide dimensional information for each warped unit below.

D. Irradiation History

Report the irradiating history for each assembly as indicated in the table below:

Assembly No. _____	<u>Data Set</u>				
	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>	<u>etc.</u>
1. Reactor Position	_____	_____	_____	_____	_____
2. Startup Date	_____	_____	_____	_____	_____
3. Average Reactor Power, MWth	_____	_____	_____	_____	_____
4. Average Fuel Exposure, MW/MTU	_____	_____	_____	_____	_____
5. Cumulative Fuel Exposure, MWD/MTU	_____	_____	_____	_____	_____
6. Shutdown Date	_____	_____	_____	_____	_____
7. Heat Output/Assembly, Watts					
as of date _____	_____	_____	_____	_____	_____

APPENDIX "G"

Standard Remittance of Advice (RA) for Payment of Fees

Three Month Assigned

Period Covered:

from _____ to _____

I. Purchaser (Utility name and address)

A. Contract I.D. _____

II. Charge based upon Spent Nuclear Fuel Fee

Schedule/One-Time Fee Payment Agreement \$ _____

A. Fee Schedule Rate _____

B. Date of First/Single Payment _____

C. Unpaid Balance to Date _____

D. Date of Current Fee Payment _____

E. Ten Year Treasury Note Rate _____

III. MKWH Fee (Identify power plant(s) covered by this RA showing on a separate schedule the beginning meter reading, ending meter reading, difference for each)

\$ _____

A. Total Nuclear KWH Generated During Assigned Three Month Period Covered _____

B. Date of Current Fee Payment _____

C. Fee Schedule Rate _____

IV. Underpayment (as notified by DOE) \$ _____

A. Date of Notification _____

B. DOE Invoice Number _____

C. Interest Paid _____

V. Late Payments (as notified by DOE) \$ _____

A. Date of Notification _____

B. DOE Invoice Number _____

VI. Other Credits Claimed (Explain) \$ _____

VII. Total Remittance \$ _____

Prepared by:

Phone Number:

Date:

FOR DOE USE ONLY BELOW THIS LINE

1. Deposit to Account 89-5227 _____

2. Receipt of Payment Verification:

a. Date Payment Received _____

b. Verification Performed by _____

3. Posted to Cumulative Remitter Ledger:

a. Date Posted _____

b. Posted by _____

4. Late Payments:

a. Calculation of late charge (attach schedule _____)

b. Billing date _____

5. After processing RA furnish a copy to OCRWM

INSTRUCTIONS FOR COMPLETING DOE REMITTANCE ADVICE

SECTION I:

Name & address self-explanatory

Contract number will be the identification number assigned by DOE upon execution.

SECTION II: Based upon inventory of spent fuel and HLW amassed prior to April 7, 1983, times the kilogram fee. If the 10-year option is selected, purchaser's liability is fixed at the fee schedule rate and the Ten Year Treasury Note Rate in effect as of the date of the first payment. Payment will be made in quarterly installments concurrently with the normal three month assigned period. If the single payment option is selected, the purchaser will submit payment for the entire unpaid liability at the rate in effect at the date of payment.

a. Fee schedule rate in effect at first/single payment.

Complete this section only with first spent fuel fee payment.

b. Self explanatory

c. Self explanatory

- d. Self explanatory
- e. Ten Year Treasury Note Rate in effect at first/single payment. Complete this section only with first spent fuel fee payment.
- \$. Amount Paid

SECTION III: Based upon electricity generated on or after April 7, 1983, times the current fee of 1M/KWH. Schedules should be attached specifying the gross amount of power meter through each plant during the assigned period.

- a. Total power generated from attached schedules
- b. Self explanatory
- c. Fee schedule rate in affect at time of payment
- \$. Amount paid

SECTION IV & V: (Same instructions) DOE will invoice purchasers, when underpayments or late payments occur, reference a particular payment, and state the reason for the invoice.

- A. The date the purchaser received DOE invoice
- B. DOE's invoice #
- C. Interest Paid
- D. Self explanatory
- \$. Consists of interest if late payment or fees plus interest if under payment.

SECTION VI: Explanation on an attached sheet of paper if necessary why DOE has been overpaid and the proposed disposition of the payment, e.g., apply credit against this payment or sent refund.

S. If applied against this payment this number is negative. If refund desired, leave blank and pay gross amount due from sections II through V.

SECTION VII: The sum of Section II through VI.

APPENDIX "G" (Continued)

Instruction Guide for Remittance of
Nuclear Waste Disposal Fees to
Department of Energy Via Wire Transfer

Payments made to the Department of Energy (DOE) for Nuclear Waste Disposal Fees will be affected by the Purchaser's commercial bank via the Federal Reserve Communications System (also known as Fedwire) to the Department of Treasury. If the Purchaser's commercial bank is not a Federal Reserve member, then the Purchaser's bank will use a correspondent member bank to effect the transfer of funds.

Purchaser must provide specific information to its bank so that the transfer of funds can take place. Failure to correctly provide the information could result in delay crediting of the remittance to DOE and could subject the purchaser to late charges.

A wire transfer of funds message with descriptions of specific date elements is provided in Enclosure A. Enclosure B contains instructions and a sample form of a transfer of funds that shows the specific information to be supplied by the Purchaser when requesting its commercial bank to initiate a transfer of funds.

Enclosure C shows a transfer of funds message form that may be photocopied and used each time a transfer of funds must be made. Constant information has been preprinted on the form. Only that information applicable to that particular monthly remittance (i.e., amount, date, company name) must be filled in prior to submitting the form to your bank.

If additional information is required, contact DOE representatives Mark Lood or Joe Startari on (301) 353-4899 or 353-5857).

Guide for Funds Transfer
Messages to Treasury

The following instructions provide specific information which is required so that a funds (wire) transfer message can be transmitted to the Department of the Treasury. The funds transfer message format is shown in Exhibit 1. A narrative description of each item on the funds transfer message follows:

Line 1

Item 1 - Priority Code - The priority code will be provided by the sending bank. (Note: Some Federal Reserve district banks may not require this item.)

Line 2

Item 2 - Treasury Department Code - The nine-digit identifier "021030004" is the routing symbol of the Treasury. This item is a constant and is required for all funds transfer messages sent to Treasury.

Item 3 - Type Code - The type code, 10, identifies funds transfer messages. This item is a constant and is required for all funds transfer messages sent to Treasury.

Line 3

Item 4 - Sending Bank Code - This nine-digit identifier will be provided by the sending bank.

Item 5 - Class - The class field may be used at the option of the sending bank. (Note: Some Federal Reserve Districts prohibit use of this class/field.)

Item 6 - Reference Number - The reference number will be inserted by the sending bank to identify the transaction.

Item 7 - Amount - The amount must include the dollar sign and the appropriate punctuation including cents digits.

This item will be provided by the Purchaser.

Line 4

Item 8 - Sending Bank Name - The telegraphic abbreviation which corresponds to item 4 will be provided by the sending bank.

Line 5

Item 9 - Treasury Department Name - This item is of critical importance. It must appear on the funds transfer message in the precise manner as stated to allow for the automated processing and classification of the funds transfer message to Treasury for credit to the Department of Energy. This item is comprised of a rigidly formatted, nonvariable sequence of 28 characters as follows:

TREAS NYC/(89000003) DOE NWF

Line 6, 7, and 8

Payment Identification - The payment identification should be furnished by the remitter in the following manner:

Item 10 - The constant "DOE NUOWASTE FEE" will be inserted.

Item 11 - The month and year the fees were incurred (i.e.; May 80) followed by a slash (/).

Item 12 - The company name is inserted following the slash.

EXHIBIT 1

1	TO	021030004	TYPE	10	5	6	7
2	FROM	021000021	REF	3004	AMOUNT		
3	\$1,305,500.00						
4	ORDERING BANK AND RELATED DATA						
5	8 CHASE NYC						
6	9 TREAS NYC/(290000003) DOE-NWF						
7	10 DOE- NUCLEAR WASTE FEE						
	11 MAY 80/ABC PURCHASER 12						

**TRANSFER OF FUNDS MESSAGE FORM
(COMPLETED SAMPLE)**

ENCLOSURE B

TO		TYPE		(A)
021030004		10		
FROM	REF	AMOUNT		
		\$1,305,500.00		
ORDERING BANK AND RELATED DATA				
TREAS NYC/(290000003) DOE- NWF				
DOE NUCLEAR WASTE FEE				
(B)	MAY 80/ABC PURCHASER			(C)

The above example is a completed transfer of funds message form detailing those items (A thru C) filled in by the remitting company.

<u>Item</u>	<u>DESCRIPTION</u>
A	Amount-must be properly punctuated to include cents digits.
B	Date - month and year followed by a slash(/)
C	Company Name.

TRANSFER OF FUNDS MESSAGE FORM

ENCLOSURE C

TO		TYPE	
021030004		10	
FROM	REF	AMOUNT	
		\$	
ORDERING BANK AND RELATED DATA			
TREAS NYC/(89000003) DOE - NWF			
DOE			
/			

APPENDIX "H"

GENERAL TERMS AND CONDITIONS

1. DISPUTES

A. Except as otherwise provided in this contract, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Contracting Officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the Purchaser. The decision of the Contracting Officer shall be final and conclusive unless within thirty (30) days from the date of receipt of such copy, the Purchaser mails or otherwise furnishes to the Contracting Officer a written appeal addressed to the DOE Board of Contract Appeals (Board). The decision of the Board shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the Purchaser shall proceed diligently with the performance of the contract and in accordance with the Contracting Officer's decision.

B. For Purchaser claims of more than \$50,000, the Purchaser shall submit with the claim a certification that the claim is made in good faith; the supporting data are accurate and complete to the best of the Purchaser's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the Purchaser believes the Government is liable. The certification shall be executed by the Purchaser if an individual. When the Purchaser is not an individual, the certification shall be executed by a senior company official in charge at the Purchaser's plant or location involved, or by an officer or general partner of the Purchaser having overall responsibility for the conduct of the Purchaser's affairs.

For Purchaser claims of \$50,000 or less, the Contracting Officer must render a decision within 60 days. For Purchaser claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Purchaser of the date when the decision will be made.

C. This "Disputes" clause does not preclude consideration of law questions in connection with decisions provided for in paragraph A. above; provided, however, that nothing in this contract shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

2. OFFICIALS NOT TO BENEFIT

No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this contract, or to any benefit that may arise therefrom, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

3. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Purchaser for the purpose of securing business. For breach or violation of this warranty, the Government shall have the right to annul this contract without liability or in its discretion to increase the contract price or consideration, or otherwise recover, the full amount of such commission, brokerage, or contingent fee.

4. EXAMINATION OF RECORDS

The Purchaser agrees that the Comptroller General of the United States or any of his duly authorized representatives shall have access to and the right to examine any directly pertinent books, documents, papers and records of the Purchaser involving transactions related to this contract until the expiration of three years after final payment under this contract unless DOE authorizes their prior disposition.

5. PERMITS

The Government and the Purchaser shall procure all necessary permits or licenses (including any special nuclear material licenses) and comply with all applicable laws and regulations of the United States, States and municipalities necessary to execute their respective responsibilities and obligations under this contract.

6. RIGHTS IN TECHNICAL DATA

(a) Definitions.

(1) "Technical data" means recorded information regardless of form or characteristic, of a specific or technical nature. It may, for example, document research, experimental, developmental, or demonstration, or engineering work, or be usable or used to define a design or process, or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design-type documents or computer software (including computer programs, computer software data bases, and computer software documentation). Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identification, and related information. Technical data as used herein do not include financial reports, cost analyses, and other information incidental to contract administration.

(2). "Proprietary data" means technical data which embody trade secrets developed at private expense, such as design procedures or techniques, chemical composition of materials, or manufacturing methods, processes, or

treatments, including minor modifications thereof, provided that such data:

(i) Are not generally known or available from other sources without obligation concerning their confidentiality;

(ii) Have not been made available by the owner to others without obligation concerning its confidentiality; and

(iii) Are not already available to the Government without obligation concerning their confidentiality.

(3) "Contract data" means technical data first produced in the performance of the contract, technical data which are specified to be delivered under the contract, or technical data actually delivered in connection with the contract.

(4) "Unlimited rights" means rights to use, duplicate, or disclose technical data, in whole or in part, in any manner and for any purpose whatsoever, and to permit others to do so.

(b) Allocation of rights.

(1) The Government shall have:

(i) Unlimited rights in contract data except as otherwise provided below with respect to proprietary data properly marked as authorized by this clause;

(ii) The right to remove, cancel, correct or ignore any marking not authorized by the terms of this contract on any technical data furnished hereunder, if in response to a written inquiry by DOE concerning the proprietary nature of the markings, the Purchaser fails to respond thereto within 60 days or fails to substantiate the proprietary nature of the markings. In either case, DOE will notify the Purchaser of the action taken;

(iii) No rights under this contract in any technical data which are not contract data.

(2) The Purchaser shall have the right to mark proprietary data it furnishes under the contract with the following legend, the terms of which shall be binding on the Government:

LIMITED RIGHTS LEGEND

This "proprietary data," furnished under "Contract No. _____" with the U. S. Department of Energy may be duplicated and used by the Government with the express limitations that the "proprietary data" may not be disclosed

outside the Government or be used for purposes of manufacture without prior permission of the Purchaser, except that further disclosure or use may be made solely for the following purposes:

(a) This "proprietary data" may be disclosed for evaluation purposes under the restriction that the "proprietary data" retained in confidence and not be further disclosed;

(b) This "proprietary data" may be disclosed to contractors participating in the Government's program of which this contract is a part, for information or use in connection with the work performed under their contracts and under the restriction that the "proprietary data" be retained in confidence and not be further disclosed; or

(c) This "proprietary data" may be used by the Government or others on its behalf for emergency work under the restriction that the "proprietary data" be retained in confidence and not be further disclosed. This legend shall be marked on any reproduction of this data in whole or in part.